



DEPARTMENT OF THE NAVY

NAVAL MEDICAL COMMAND
WASHINGTON, D.C. 20372-5120

IN REPLY REFER TO

NAVMEDCOMINST 6320.29
MEDCOM-312
3 Mar 88

NAVMEDCOM INSTRUCTION 6320.29

From: Commander, Naval Medical Command

Subj: MILITARY-CIVILIAN HEALTH SERVICES PARTNERSHIP PROGRAM

Ref: (a) DOD Instruction 6010.12 of October 22, 1987
(b) DOD Instruction 6010.8R of March 10, 1986
(c) NAVMEDCOMINST 6320.8
(d) SECNAVINST 6401.2

Encl: (1) Sample Partnership Request Elements
(2) Sample Internal Partnership Memorandum of Understanding
(3) Sample External Partnership Memorandum of Understanding
(4) Sample Partnership Fee Schedule Format
(5) Partnership Agreement Renewal Format

1. Purpose. To define management responsibilities and procedures for implementing reference (a).

2. Background. The Partnership Program (formerly known as the Joint Health Benefits Delivery Program (JHBDP)), allows Civilian Health and Medical Program of the Uniformed Services (CHAMPUS) eligible beneficiaries to receive inpatient and outpatient medical care from private CHAMPUS-authorized health care providers practicing full or part-time within a military medical treatment facility (MTF). The program also allows CHAMPUS-eligible beneficiaries to receive care from uniformed service providers practicing in a civilian facility under the terms of an external partnership agreement. Unique features of this program include: no CHAMPUS beneficiary copayment and deductible requirements (Internal Program only); provision for using partnership provider support personnel, equipment, and supplies; a provision for treatment of non-CHAMPUS-eligible beneficiaries using MTF supplemental care money; and the potential to implement a partnership agreement within 90 days of a request submission. Reference (a), provides basic definitions and general guidance on the Partnership Program, and is to be used in conjunction with this instruction. Reference (a) is available from geographic naval medical commands (GEOCOMs). Chapter 6 of reference (b) lists a wide range of CHAMPUS authorized specialties included under the Partnership Program.

3. Policy. Naval MTFs, unable to provide health care treatment to CHAMPUS-eligible beneficiaries within their own resources, should consider use of partnership agreements after determining that other more cost-effective alternatives, such as Veterans Administration (VA) and Department of Defense (DOD) sharing agreements and inter/intraservice support agreements (ISSAs), are not feasible.

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4. Discussion

a. The program is being implemented in two phases. The first phase allows CHAMPUS reimbursement for the services of CHAMPUS authorized partnership providers up to the area CHAMPUS prevailing rates. (A copy of the most recent CHAMPUS prevailing rates may be obtained by contacting the area CHAMPUS Fiscal Intermediary (FI).) Implementation of the second phase of the program depends on approval of a pending proposed CHAMPUS regulation change to allow CHAMPUS reimbursement of partnership providers exceeding the CHAMPUS prevailing rates. This is relevant when extensive use of partnership provider support staff, equipment, or supplies (defined in section 2-1 of reference (a)) is required. Navy activities will be notified if this change goes into effect.

b. The cost of care for CHAMPUS-eligible beneficiaries is reimbursed from CHAMPUS funds under the Partnership Program. Beneficiary copayment and deductible charges are waived under an internal partnership agreement, but the normal MTF subsistence charge for inpatient care will apply. Copayments and deductibles are required to be collected under the External Partnership Program by the civilian facility. Use of either the Internal or External Partnership Program does not require the issuance of a Nonavailability Statement (NAS)(DD 1251). Under an internal partnership agreement charges for the use of partnership provider support personnel, equipment, or supplies cannot be billed separately but must be included within the negotiated partnership provider rate, currently not to exceed the CHAMPUS prevailing rate. MTFs may elect (if funds are available) to use MTF Operations and Maintenance (O&M) funds to reimburse the partnership provider when additional needed partnership provider resources will cost more than the prevailing rate. Under an external partnership agreement CHAMPUS cannot be billed for the services of uniformed service professional providers. Paragraph E4e, of reference (a) and the area CHAMPUS FI should be consulted regarding the range of CHAMPUS Partnership Program benefits and MTF funding responsibilities.

c. JHBDP agreements automatically converted to partnership agreements on or after 1 January 1988 will be valid for the remainder of their former JHBDP period. MTFs wishing to continue such agreements after their expiration must satisfy all the requirements for new partnership requests.

5. Procedures

a. Heads of MTFs including hospitals, medical clinics, and branch medical clinics must regularly assess the need for and feasibility of entering into new partnership agreements.

New partnership requests (internal and external) are processed using a simplified two-step review process that allows for initial conceptual concurrence by the GEOCOM before the MTF negotiation of a proposed partnership agreement. MTFs can prepare partnership-concept requests by completing the basic informational requirements listed in enclosure (1), and submitting this information to their GEOCOM via the chain of command. MTFs may consolidate multiple requests for partnership agreements in one submission. GEOCOMs must issue concurrence or nonconcurrence to MTF partnership-concept requests within 10 working days of receipt of completed requests.

b. Partnership agreements have been determined by the Office of the Assistant Secretary of Defense (Health Affairs) not to fall under the formal solicitation requirements of the federal acquisition regulations. MTFs must ensure that all applicable potential partnership participants in the MTF area are given a fair opportunity to participate in a proposed partnership agreement (e.g., through local advertising, contacting local medical and professional societies). Objective selection criteria must be used by the MTF in selecting internal partnership agreement providers to include as a minimum: the professional qualifications of the provider; availability (e.g., required partnership provider start date, days and hours per week, and flexibility of hours); and the provider's proposed partnership rates (evaluated by considering any provider support personnel, equipment, or supplies included as part of the rate). MTFs may also use additional objective selection criteria. One, or more than one provider, or a provider group, may be selected by the MTF, as determined by its needs and the availability of MTF clinic space and other resources. MTFs must maintain a record of the basis and objective selection criteria used in making their selection. Every reasonable effort must be made by the MTFs to negotiate partnership provider rates below the CHAMPUS prevailing rates consistent with high quality care.

c. When selecting external partnership agreement providers, MTFs must ensure that all potential applicable civilian facilities in the MTF area have a fair opportunity to participate in an agreement. MTFs must ensure that such participating United States civilian facilities are Joint Commission on Accreditation of Healthcare Organizations (JCAHO) accredited. Foreign facilities must be accredited with appropriate foreign organizations. Other objective selection criteria should be developed by the MTF (e.g., specific clinical requirements, availability of adequate civilian facility clinic space for the uniformed service providers to practice, and geographic accessibility of the civilian facility).

d. When negotiating an internal partnership agreement MTFs must complete an internal memorandum of understanding (MOU) and a partnership fee schedule for each participating partnership provider selected. External partnership agreements will require only the completion of an external partnership MOU. Sample MOUs for both internal and external partnership agreements are included as enclosures (2) and (3). A sample partnership fee schedule format is included as enclosure (4). Signed and dated copies of the proposed MOUs, fee schedules, and other requirements of enclosure (1) must be forwarded to the GEOCOM for review and approval before submission to the CHAMPUS FI (by the GEOCOM). All MTF proposed major changes to the partnership enclosures must be approved by the GEOCOM. GEOCOMs may approve significant revisions to the enclosures using advice from their legal office.

e. GEOCOMs will evaluate the terms and contents of each MTF negotiated partnership MOU and fee schedule, and must issue their concurrence or nonconcurrence within 15 working days of receipt of the complete MTF submission. The MTF partnership package, including the GEOCOM letter of concurrence, is submitted by the GEOCOM to the cognizant CHAMPUS FI for implementing approval, with a copy sent to MEDCOM-312, for program monitoring purposes. If a partnership agreement request is disapproved by the GEOCOM, a written statement of the reasons for disapproval must be sent to the MTF and MEDCOM-312. The potential partnership providers affected must be notified by the MTF. A partnership request must not be implemented until the MTF has received written approval from the CHAMPUS FI. The CHAMPUS FI partnership approval letter will include MTF instructions for implementing the agreement. The MTF partnership point of contact (POC) must also contact the CHAMPUS FI partnership POC to discuss partnership claim submission requirements. A decision to disapprove a GEOCOM concurred partnership request can only be made by the Director, OCHAMPUS, who will issue a letter indicating the reasons for disapproval to the MTF, GEOCOM, and the potential partnership providers identified in the request. Such decisions will be final. GEOCOMs must forward all such OCHAMPUS disapproval letters to MEDCOM-312 for program monitoring purposes, along with any GEOCOM concerns regarding the OCHAMPUS decision.

f. Partnership agreements may be established for up to 2 years with an option to renew for up to another 2 years. Renewals for a third or fourth year will require both GEOCOM and CHAMPUS FI approval, and must be submitted to the GEOCOM following enclosure (5), at least 60 days before the expiration of the agreement. GEOCOMs must issue their concurrence or nonconcurrence within 15 working days of receiving such requests, and forward the MTF partnership renewal request including the GEOCOM letter of concurrence, to the CHAMPUS FI for approval. Partnership agreements should not be considered renewed until the CHAMPUS FI has notified the MTF in writing of such approval.

g. MTFs must include appropriate addenda to the basic partnership agreement when there is a need for the partnership provider to treat non-CHAMPUS-eligible beneficiaries on a planned, nonemergency basis. Treatment provided to beneficiaries not eligible for CHAMPUS, will be considered as supplemental care to be paid from O&M funds available in the operating budget of the MTF.

h. CHAMPUS beneficiaries must not be denied the right to choose their own private provider solely because care is available through a partnership agreement. When a CHAMPUS-eligible beneficiary chooses not to use a partnership provider and the services required are not otherwise available in the MTF, the MTF will issue a NAS to the beneficiary if one is needed.

6. Responsibilities

a. COMNAVMEDCOM. MEDCOM-312 is the Partnership Program manager for the Naval Medical Command (COMNAVMEDCOM). MEDCOM-312 responsibilities include, but are not limited to:

(1) Overseeing the COMNAVMEDCOM Partnership Program to ensure that the program is well-managed and appropriately coordinated with all related DOD and Department of Navy (DON) programs, organizations, and COMNAVMEDCOM codes, which have an interest in the program. Approval authority for partnership agreements is delegated to the GEOCOMs.

(2) Reviewing partnership requests requiring higher command approval (e.g., requests involving the establishment of new clinical services beyond the mission of the MTF, or requiring major organizational or resource changes). MEDCOM-312 will return such requests with comments to the GEOCOM for forwarding to the CHAMPUS FI or returning to the MTF.

(3) Publishing Partnership Program guidance.

(4) Maintaining a data file of all partnership agreements in effect.

(5) Monitoring the partnership requests approved by GEOCOMs; consolidating and forwarding semiannual Partnership Program reports to the Navy Surgeon General, as required in reference (a); and identifying savings accrued by the Navy's use of the Partnership Program.

b. Geographic Naval Medical Commands. GEOCOM Partnership Program responsibilities include, but are not limited to:

(1) Overseeing the Partnership Program within their region to ensure appropriate use of the program.

(2) Designating a partnership POC who will be responsible for maintaining current partnership guidance materials including applicable CHAMPUS partnership policies; providing information and guidance to subordinate activities and interested parties; processing partnership requests in a timely, effective manner; and maintaining liaison with the CHAMPUS FI partnership POC.

(3) Reviewing and approving partnership requests. This review must ensure the appropriateness of proposed partnership agreements including their compliance with all DOD and DON instructions, policies, and regulations.

(4) Forwarding GEOCOM concurred partnership requests to the CHAMPUS FI for approval for implementation, with copies to MEDCOM-312 for program monitoring purposes.

(5) Forwarding to MEDCOM-312 those partnership requests requiring concurrence by higher authority (e.g., requests involving mission changes or requiring major organizational or resource changes).

(6) Forwarding to MEDCOM-312 (for program monitoring purposes) all partnership requests which have been disapproved by either the GEOCOM or CHAMPUS.

(7) Maintaining a data file of all partnership agreements in effect for MTFs under their cognizance.

(8) Forwarding to MEDCOM-312 semiannual Partnership Program reports as required by reference (a). This report must include, for each of the four partnership profile lists described below, the following information: the type of agreement (internal or external), the name and location of the MTF (and the civilian facility for external agreements), the name and specialty of the provider, the agreement period (from and to), the negotiated partnership rate (or average), and the partnership provider support personnel, equipment or supplies included in the partnership rate, if any:

(a) List of all existing GEOCOM partnership agreements (also to include estimated partnership savings accrued per formula to be published by MEDCOM-312).

(b) List of new partnership agreements (approved by the GEOCOM and the CHAMPUS FI during the report period).

(c) List of renewed partnership agreements (approved by the GEOCOM and the CHAMPUS FI during the report period).

(d) List of expired or terminated partnership agreements (indicate the basis for terminated agreements).

c. MTFs. MTF responsibilities include, but are not limited to:

(1) Implementing the Partnership Program by conducting ongoing assessments of the need for internal and external partnership agreements.

(2) Maintaining current Partnership Program guidance materials including applicable CHAMPUS partnership policies and instructions for processing partnership claims.

(3) Preparing and submitting partnership requests as needed and appropriate.

(4) Meeting the notification and selection criteria requirements of paragraphs 5b and 5c.

(5) Ensuring that a partnership provider meets the licensing and privileging requirements listed in references (c) and (d), and carries sufficient medical malpractice coverage. The MTF should consult with the local MTF supporting legal services office to determine an acceptable level of liability coverage. In most instances, the acceptable level of liability coverage would be the amount required by the State for that specialty.

(6) Negotiating the most cost-effective partnership rates, consistent with high quality care.

(7) Completing internal or external partnership MOUs using enclosures (2) and (3) as samples.

(8) Appointing an MTF partnership POC to contact the CHAMPUS FI partnership POC for partnership agreement implementing instructions (see paragraph 5e); and to advise partnership providers regarding partnership administrative matters.

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(9) Ensuring that partnership claims are correct and accurately reflect the actual services rendered and the negotiated partnership rates. MTFs must develop and implement a system for the periodic auditing of partnership provider records including the CHAMPUS explanation of benefits (CEOBs) statements. MTFs are encouraged to have the partnership providers complete the partnership claims, then send them through the MTF for review purposes, before mailing to the CHAMPUS FI for payment. However, MTFs may elect to have the partnership provider complete and send partnership claims directly to the CHAMPUS FI (to reduce the administrative burden on the MTF).

(10) Forwarding semiannual Partnership Program reports as instructed by the chain of command.

(11) Publicizing the availability of partnership agreements to CHAMPUS-eligible beneficiaries.

7. Report. The Semiannual Partnership Program Report required by paragraph 6 is assigned report control symbol MED 6320-47. This report has been approved by the Commander, Naval Medical Command for 3 years only from the date of this instruction.


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SAMPLE PARTNERSHIP REQUEST ELEMENTS

1. Partnership requests should include the following minimum elements (may be revised by a GEOCOM):

a. Information Requirements for GEOCOM Conceptual Concurrence

(1) The number and types (specialties) of partnership providers requested, their anticipated full or part-time status, and the types of partnership agreements requested (internal and external). MTFs may consolidate multiple requests for partnership providers in a single request letter.

(2) The MTF name, location, and department where each partnership provider will be working. Briefly note adequacy of the MTF clinic space, ancillary services, support personnel, and equipment to support each request. Identify and justify any proposed support staff, equipment, or supplies to be provided by the partnership provider.

(3) Brief description of the need for, appropriateness, and potential cost-effectiveness of each partnership request. Consult paragraphs E4a(1)-(4) and b(1)-(4) to reference (a). Briefly note the reasons for using a partnership agreement over other potential alternatives (e.g., VA/DOD sharing agreements and ISSAs). If implementing the request is expected to require exceeding the CHAMPUS prevailing rate, indicate how this additional cost will be paid for by the MTF.

(4) Whether active duty or other non-CHAMPUS-eligible personnel also will need to be treated (on a regular, nonemergency basis) by a partnership provider; if yes, provide justification and anticipated payment sources.

(5) Whether the partnership request as specified can be implemented without additional MTF resources.

(6) Any additional pertinent information.

(7) The name and telephone numbers (autovon and commercial) of the MTF partnership request POC.

b. Requirements For Final GEOCOM Review and Concurrence:

(1) Information provided above, revised as appropriate.

(2) A fully completed and signed partnership MOU.

(3) A signed partnership fee schedule (for internal agreements only).

Enclosure (1)

SAMPLE INTERNAL PARTNERSHIP
MEMORANDUM OF UNDERSTANDING

BETWEEN THE _____ (insert name of MTF)
AND _____ (insert name of provider)
CITY OF _____ STATE _____.

1. General

a. This agreement is entered into by and
between _____
herein referred to as the medical treatment facility (MTF), and
_____ herein
referred to as the participating health care provider.

b. The purpose of this agreement is to integrate specific
_____ (insert specialty) _____ services for
CHAMPUS beneficiaries in _____ (insert name of MTF).

c. The participating health care provider is licensed to
practice medicine in the State of _____
and has completed application for clinical privileges at the MTF
for the purpose of practicing medicine in _____ (insert specialty).
The participating health care provider agrees to all the terms and
conditions of the application for clinical privileges at the MTF,
as well as the terms and conditions of this Memorandum of
Understanding.

d. The MTF is a U.S. Government health care facility within
the Department of Defense (DOD) operated by the U.S. Department of
the Navy. The MTF is accountable to the Commander, Naval Medical
Command, as the equivalent of the Board of Trustees. The
commanding officer of the MTF is the local representative of the
Board of Trustees and is responsible for the operation of the MTF.

2. Articles of Agreement

a. The Commanding Officer of the MTF, or designee must:

(1) Review past and current performance of, determine
qualifications of (including review of liability insurance
coverage), and select participating health care providers using
objective selection criteria.

(2) Comply with the utilization review and quality
assurance directives and regulations of the Department of the
Navy, including but not limited to:

(a) Ensuring that participating health care providers are privileged following DOD and Department of the Navy regulations and the MTF bylaws.

(b) Ensuring that participating health care providers adhere to the Department of the Navy and MTF bylaws, and DOD and Department of the Navy regulations to the same extent and in the same manner as other Department of the Navy health care providers.

(3) Provide facilities, ancillary support, diagnostic and therapeutic services, equipment and supplies necessary for the proper care and management of patients under this agreement, to the extent available and authorized for the MTF.

(4) Provide administrative support to participating health care providers, to the extent available and authorized for the MTF, including:

(a) Maintenance of patient records, including transcription and copying service, as necessary to satisfy both Department of the Navy and private practitioner recordkeeping requirements.

(b) Maintenance of participating health care provider case, workload, and credentials files in support of privileging processes.

(c) CHAMPUS administration requirements, including certification and submission, but only to the extent that it is not prohibited by 18 U.S.C. 203 and 205.

(d) Ensure that partnership claims are correct. MTFs must implement a system for conducting periodic audits of Partnership records, including review of CHAMPUS explanation of benefits (CEOBs) statements.

(e) Provide accommodations within the MTF for such periods of time as the participating health care provider may be on after-hours call.

(f) Authorize subsistence at MTF dining facilities at the rates prescribed for civilian guests.

(5) Identify a MTF partnership point of contact (POC) to advise participating health care providers about partnership administrative matters.

(6) Educate Navy MTF staff personnel, beneficiaries, participating health care providers, and other interested civilian providers about the Partnership Program.

(7) Provide appropriate reimbursement for care rendered in the MTF to patients not eligible for CHAMPUS benefits.

(8) Encourage CHAMPUS-eligible beneficiaries to use the services of this agreement rather than other more costly CHAMPUS services.

b. The Participating Health Care Provider must:

(1) Provide and monitor (insert inpatient or outpatient medical care services) to CHAMPUS-eligible beneficiaries referred by the MTF under this agreement.

(2) Be a CHAMPUS-authorized health care provider, and agree to treat CHAMPUS-eligible beneficiaries at the partnership agreement rates negotiated with the MTF, using the facilities and other resources provided by the MTF.

(3) Be on duty at the MTF for the treatment of partnership patients for a minimum of (insert minimum required days and hours per week) and agree to extend these hours as necessary to ensure completion of scheduled patient treatment. Planned absences must be requested in writing with 15 days advance notice to the MTF partnership POC for approval.

(4) Agree not to collect CHAMPUS copayments and deductibles from CHAMPUS-eligible beneficiaries treated under this agreement.

(5) Meet the licensing and privileging requirements of the MTF (per NAVMEDCOMINST 6320.8 and DOD Directive 6025.2). Services may not be provided under this agreement until clinical privileges have been granted by the commanding officer of the MTF, and permission has been received to implement this agreement.

(6) Provide full disclosure of all information, including but not limited to past performance as required by the privileging process.

(7) Use all available Department of the Navy resources including specialty consultations, MTF ancillary services, support personnel, equipment, and supplies for the optimal care of patients under this agreement.

(8) Provide the following support personnel, equipment, and supplies (insert if any) as required under this agreement.

(9) Provide full professional liability insurance covering acts or omissions of such participating health care provider, as well as those support personnel not covered by 10 U.S.C. 1089, and other resources supporting that provider as part of this agreement, to the same extent as is usual and customary in civilian practice in the community.

(10) Provide personal liability coverage applicable to clinical privileges granted with indemnification of the U. S. Government as a third-party beneficiary.

(11) Abide by MTF rules, regulations, and bylaws; adhere to DOD and Department of the Navy regulations with regard to utilization review and quality assurance directives, including but not limited to inservice training, maintenance of records, utilization review, performance evaluation, release of medical information, and privileging.

(12) Abide by unique Department of the Navy requirements concerning the nature of limited privileged communication between patient and health care provider as necessary for security and personnel reliability programs.

(13) Agree never to advise, recommend, or suggest to individuals authorized to receive health care under the partnership agreement, that such individuals should receive care from the participating provider when he or she is not on duty, or from a partner or medical group associated in practice with the provider, except with the express written consent of the commanding officer of the MTF. The participating health care provider is not prohibited, by reason of his or her performance under this agreement, from outside employment so long as there is no conflict with the performance of services under this agreement. The provider may not use any Government facilities or other Government property in connection with outside employment.

(14) Adhere to the partnership rates negotiated with the MTF, and all CHAMPUS FI and MTF claim submission requirements; and agree to periodic audits of partnership records by the MTF to validate the accuracy of partnership claims.

(15) Agree to stamp the word "Partnership" on the front of each partnership claim form completed (in large letters at the top of the page in red ink) before submitting the claim as instructed by the MTF.

(16) Agree to obey all applicable MTF requirements, including avoiding the waste of MTF utilities, and not using Government telephones for personal business. All motor vehicles operated on the MTF installation must be registered with the base

security service per applicable directives. Eating and smoking are prohibited in patient care areas and are restricted to designated areas.

(17) Agree to be neat, clean, well groomed, and in appropriate clothing when in patient care and public areas. The participating health care provider must display an identification badge on the right breast of his or her outer clothing which includes the provider's full name and professional status. All clothing must be free of visible dirt and stains, and must fit correctly. Fingernails must be clean and free of dirt, and hair must be neatly trimmed and combed.

(18) Be able to speak, read, write, and understand the English language fluently.

c. Other Considerations

(1) This signed and dated agreement is not effective until approved by both the geographic naval medical command (GEOCOM), and the CHAMPUS FI (by means of written notification to the MTF and the participating health care provider).

(2) Neither party may assign, transfer, convey, sublet, or otherwise dispose of this agreement, to any other person, company, or corporation, without the other party's previous written consent.

(3) The participating health care provider must agree to obtain, at his or her own expense, a physical examination within 60 days before performing service under this partnership agreement. No later than 5 days before performing services under this agreement the participating health care provider must provide to the MTF a physical examination certification which states the date on which the physical examination was conducted, the name of the doctor who performed the examination, and a statement concerning the physical health of the provider. The certification must contain the following statement: "(Name of participating health care provider) is suffering from no physical disability or medical condition which would restrict or preclude him or her from providing services as a physician (or other type of CHAMPUS-authorized health care provider). (Name of provider) is suffering from no contagious diseases to include but not limited to AIDS, tuberculosis, hepatitis, and venereal disease, and is not positive for HIV antibodies." Further, the participating provider must agree to undergo personal health examinations and such other medical and dental examinations at any time during the term of this agreement, as the MTF commanding officer may deem necessary for preventive medicine, quality assurance, and privileging purposes. These examinations may be provided by the MTF and DTF, or if the participating provider so chooses, by private physician or dentist, at no additional cost to the Government.

(4) In the event of illness or incapacity rendering the participating health care provider incapable of delivering services, care for patients under this agreement may be transferred to other participating health care providers at the discretion of the commanding officer of (insert the name of the MTF).

(5) The term of this Agreement is (insert period 2 years or less), with the potential option to renew for (insert period 2 years or less), based upon mutual agreement with the MTF and the written approval of the cognizant GEOCOM and the CHAMPUS FI.

(6) The participating health care provider must abide by Navy rules concerning the confidentiality of patient records, as embodied in the Privacy Act of 1974.

(7) Participating health care providers must abide by Department of the Navy regulations concerning release of information to the public, including advance approval from the Department of the Navy before publication of technical papers in professional and scientific journals.

(8) Care rendered pursuant to this agreement will not be a part of a study, research grant, or other test without the written consent of the MTF, OCHAMPUS, and the Assistant Secretary of Defense (Health Affairs).

(9) The MTF's liability for actions of its employees (MTF staff and military department practitioners, but excluding participating health care providers) is governed by 10 U.S.C. 1089.

(10) The Government may terminate this agreement upon documentation of revocation of clinical privileges, failure to abide by the provisions of the agreement, abuse of its provisions, or abuse or fraud committed against any agency of the Government by the provider, or in the event of illness or incapacity leaving the participating health care provider incapable of delivering services.

(11) Permanent revocation of clinical privileges and permanent adverse administrative actions due to professional misconduct against a licensed or certified participating health care provider, must be reported to the appropriate professional licensure clearing house or to the licensing authorities of the State of (insert), following SECNAVINST 6401.2. In addition, participating health care providers are advised that the Department of Defense participates in the national reporting system established under Part B of the Health Care Quality Improvement Act of 1986, Public Law 99-660. Reports naming individual providers, must be submitted to the National Data Bank following this Act.

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(12) Termination of this agreement is predicated upon satisfactory written notice to the other party not less than 90 days before the proposed termination date. However, the 90-day notice may be waived by mutual consent of the parties to the agreement, or unilaterally for the convenience of the Government, including its mobilization requirements.

IN WITNESS WHEREOF, each of the parties hereunto has executed this agreement on this _____ day of _____, 19____.

UNITED STATES OF AMERICA

By_____

Title_____

PARTICIPATING HEALTH CARE PROVIDER

Name_____

Address_____

SAMPLE EXTERNAL PARTNERSHIP
MEMORANDUM OF UNDERSTANDING

BETWEEN THE _____ (insert name of Navy MTF)
AND _____ (insert name of civilian facility)
CITY OF _____ STATE _____

1. General

a. This agreement is entered into by and between _____, herein referred to as the Navy medical treatment facility (MTF), and _____, herein referred to as the civilian facility.

b. The purpose of this agreement is to integrate specific military treatment facility, CHAMPUS program and civilian facility resources to provide _____ (insert specialty) services for CHAMPUS beneficiaries in the civilian facility. MTF resources include, but are not limited to, uniformed service professional providers.

c. The Navy MTF will assure that its uniformed service professional providers whom it puts forth to provide the services of this agreement are licensed to practice medicine in a U.S. jurisdiction (or a State required by the participating civilian facility), and will qualify for clinical privileges at the civilian facility for the purpose of practicing medicine in _____ (insert specialty). The uniformed service professional provider remains under the authority of the Navy medical treatment facility for which he or she is assigned.

d. The civilian facility is separate from the U. S. Government and is responsible for its own operation.

2. Articles of Agreement

a. The Commanding Officer of the Navy MTF, or designee, must:

(1) Select potential participating health care facilities based on objective selection criteria, to include the qualifications of the facility encompassing a review of past and current performance, a determination of the facility's ability to provide quality care, and a review of liability coverage.

(2) In cooperation with the participating civilian facility maintain utilization review and quality assurance oversight of the participating uniformed service professional providers during his or her service in the participating civilian facility.

(3) Identify a MTF partnership point of contact (POC) to educate and advise the participating civilian facility.

(4) Educate (insert name of Navy MTF) staff personnel, the participating civilian facility, and other interested civilian providers and facilities about the Partnership Program.

(5) Identify CHAMPUS beneficiaries who are eligible for care under this agreement.

(6) Ensure that the partnership claims, which are completed and submitted by the participating civilian facility, are correct. Implement a system for periodic audits of the civilian facility's partnership agreement records including partnership claims and CHAMPUS explanation of benefits (CEOBs) statements.

(7) Ensure that the external partnership agreement requirements are being satisfactorily fulfilled by the participating civilian facility.

b. The MTF commanding officer must assure that the participating uniformed service professional providers whom he assigns to fulfill the terms of this agreement will:

(1) Provide (insert inpatient or outpatient) medical care services to CHAMPUS-eligible beneficiaries in the participating civilian facility under this agreement.

(2) Be on duty at the participating civilian facility for the treatment of partnership patients for a minimum of (insert hours and days per week).

(3) Abide by civilian facility bylaws to the extent they do not conflict with DOD and Department of the Navy regulations and utilization review and quality assurance directives, including but not limited to inservice training, maintenance of records, utilization review, performance evaluation, release of medical information, and privileging.

(4) Use Department of the Navy resources to the extent practical for the optimal care of patients under this agreement.

b. The Participating Civilian facility must:

(1) Maintain Joint Commission on Accreditation of Healthcare Organizations (JCAHO) accreditation if United States facility, or accreditation with appropriate foreign organizations if a foreign facility.

(2) Provide facilities, support personnel, ancillary support, diagnostic and therapeutic services, equipment, and supplies necessary for the proper care and management of patients under this agreement, which as a minimum must include but are not limited to (insert required facilities, support personnel, ancillary services, diagnostic and therapeutic services, equipment, and supplies required).

(3) Provide administrative support to participating uniformed service professional providers as necessary, including:

(a) Maintenance of patient records, including transcription and copying service necessary to satisfy both Department of the Navy and civilian facility recordkeeping requirements.

(b) Reasonable accommodations within the civilian facility for such periods of time as the participating uniformed service professional providers may be providing care in the facility.

(4) Be responsible for personal liability coverage applicable to all civilian personnel who may assist the participating uniformed service professional providers, and hold the Government harmless for any fault that may result from such support personnel act or omission.

(5) Adhere to CHAMPUS claims submission requirements for both the institutional charges and those professional charges for which it bills, including the collection of copayments and deductibles from the CHAMPUS beneficiaries treated by the uniformed service providers. The civilian facility may not bill for the professional services of uniformed service providers.

(6) Agree to periodic audits by the naval MTF to ensure the accuracy of partnership claims submitted to the CHAMPUS FI.

3. Other Considerations

a. This signed and dated agreement is not effective until approved by both the geographic naval medical command (GEOCOM) for the naval MTF, and the CHAMPUS FI (by means of written notification to the naval MTF and the participating civilian facility).

b. Neither party may assign, transfer, convey, sublet, or otherwise dispose of this agreement, to any other person, company, or corporation, without the other party's previous written consent.

c. In the event of illness or incapacity rendering the participating uniformed service professional provider incapable of delivering services, care for patients under this agreement may be transferred to other uniformed service professional providers at the discretion of the Navy MTF.

d. The term of this agreement is (insert period 2 years or less) , with the potential option to renew for (insert 2 year period or less) , based upon mutual agreement with the MTF and the written approval of the cognizant GEOCOM and the CHAMPUS FI.

e. The participating civilian facility must abide by Department of the Navy rules concerning the confidentiality of patient records, as embodied by the Privacy Act of 1974.

f. Participating civilian facilities and personnel must abide by Department of the Navy regulations concerning release of information on matters pertaining to, or services delivered under, this agreement to the public, including advance approval from the Department of the Navy before publication of technical papers in professional and scientific journals.

g. Care rendered pursuant to this agreement will not be a part of a study, research grant, or other test without the written consent of (insert name of Navy MTF) , OCHAMPUS, and the Assistant Secretary of Defense (Health Affairs).

h. The Government may terminate this agreement upon documentation of failure to abide by the provisions of this agreement, abuse of its provisions, or abuse or fraud committed against any agency of the Government by the civilian facility.

i. Termination of this agreement is predicated upon satisfactory written notice to the other party not less than 90 days before the proposed termination date. However, the 90-day notice may be waived by mutual consent of the parties to the agreement, or unilaterally for the convenience of the Government, including its mobilization requirements.

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IN WITNESS WHEREOF, each of the parties hereunto has executed
this agreement on this _____ day of _____ 19____.

UNITED STATES OF AMERICA

By _____

Title _____

AUTHORIZED SIGNER FOR
PARTICIPATING HEALTH CARE FACILITY

Name _____

Address _____

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SAMPLE PARTNERSHIP FEE SCHEDULE FORMAT

I, Dr. _____ will accept _____
percent of the the CHAMPUS prevailing rate for
_____ services performed
at _____ for the period
from _____ through _____. I understand that I
will be reimbursed only for those procedures which are authorized
CHAMPUS benefits, and those procedures specifically allowed by
the medical treatment facility commanding officer. My CHAMPUS
authorization number is _____*.

(Date)

(Provider's Signature)

(Provider's Address)

* Potential partnership providers who do not have a CHAMPUS
authorization number should request one from the CHAMPUS fiscal
intermediary at the time the partnership request is being
submitted.

Enclosure (4)

PARTNERSHIP AGREEMENT RENEWAL FORMAT

IT IS HEREBY AGREED by and between _____
of _____ (address)
and the United States of America, as follows:

THAT the agreement entitled "Memorandum of Understanding" (either the internal partnership agreement or the external partnership agreement) and the fee schedule, hereinafter referred to as the agreement, entered into by the above named parties on the _____ day of _____ 19 ____, is hereby renewed for a period of _____ (months or years) from _____ to _____.

THAT all terms and conditions of the agreement remain unchanged and in effect in the agreement as renewed, save only the fee schedule, which is updated and attached, and the maximum charge is the _____ percentile of the CHAMPUS prevailing rate.

THAT this writing is a written memorandum of an earlier verbal agreement to renew, entered into by the parties thereto, prior to the expiration of the original agreement.

EFFECTIVE this _____ day of _____ 19__.

WITNESS the signatures of the parties or their representative.

FOR THE UNITED STATES

PARTICIPATING HEALTH CARE PROVIDER

By _____
(Commanding Officer's
Signature)

(Provider's Signature)

(MTF's Name)

(Provider's Name)

(MTF's Address)

(Provider's Address)